

**PROPOSAL TO CITY OF SAN JOSE**  
**FOR**  
**LOWER SILVER CREEK TRAIL REACH 7 -**  
**SILVERSTONE PLACE**

Name of Bidder: J, J NGUYEN, INC.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 – SILVERSTONE PLACE and the Specifications approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 – SILVERSTONE PLACE on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished







in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



## NONCOLLUSION AFFIDAVIT

Project Title: LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE, being first duly sworn,  
deposes and says that he/she is  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 5/26/09

JJ NGUYEN INC.  
Legal Company Name

Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 216819309  
Expiration Date: 9/30/09  
State Contractor Lic. No.: 857202  
Classification: C27  
Expiration Date: 4-30-2011  
Federal I. D. No.: 20-8560929  
Address: 3172 SALEM DR.  
SAN JOSE CA 95127  
Telephone: (408) 259-7982

By: [Signature]  
Title: ESTIMATOR

\*\*\*\*\*

### NOTARY

On May 26, 2009 before me, LAYNEE V.K. FONSECA, Notary Public, personally appeared NGOC TRAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

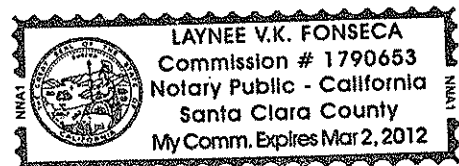
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

Notary Public

(Seal)







# LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
Lam Electric Co	2177 Golden Dew San Jose CA	Electrical work
O'Grady Paving, Inc	Mountain View CA	Asphalt



## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

**PROJECT NAME**

**AGENCY/ENTITY**

**CONTRACT AMOUNT**

Please see attached list



## Contractor Experience

### List of Completed Project

Owner	Project Name	Owner Representative	Contact Number	Contract Amount	Completion date
Caltrans	04-235764	Brian Mackle	510-385-6991	\$130,000	Current
Caltrans	04-2707A4	John Hollis	510-774-5911	\$327,000	Current
Caltrans	04-0060H4	Jim Hanson	510-450-2450	\$205,000	Current
Caltrans	Highway 85	Charles Koos	408-254-5848	\$1,014,000	Jul-08
Oakland Unified School District	Manzanita school	Kevin Newlon	510-879-2961	\$112,000	11/6/2007
city of Los Altos	El camino real	Terry Greiner	650-947-2623	\$189,925	4/15/2008
East side Union school district	James lick, Oakgrove and Yerba Buena HS	Pete Benson	408-588-4046 ext103	\$594,091	2006
City of Palo Alto	College Terrace Parks	Kate Rooney	650-617-3127 650-444-6395 cell	\$171,505	8/11/2008
Foothill-DeAnza College	De Anza College	Tom Armstrong	408-864-8289	\$731,435	9/19/2008
The Redevelopment agency of city san jose	E. Santa Clara st tree plan	Genny Bantle	408-795-1875	\$60,600	4/5/2009
City Of Atherton	Holbrook-Palmer Park	Duncan Jones	650-752-0532	\$68,350	Current



**Statement of Information**

**Company Name: J.J Nguyen, Inc**

<b>Officers Name</b>	<b>Title</b>
TU NGUYEN	President
Vy Tran	Secretary
Ngoc Tran	Officer





## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J J Nguyen, Inc. as PRINCIPAL, and Allegheny Casualty Company, a corporation duly organized under the laws of the State of Pennsylvania and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent (10%) of the Amount Bid DOLLARS (\$ - - -).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on May 28, 2009 for LOWER SILVER CREEK TRAIL REACH 7 - SILVERSTONE PLACE.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26th  
day of May, 2009.

PRINCIPAL

SURETY

J J Nguyen, Inc.  
Legal Company Name

Allegheny Casualty Company  
Legal Company Name

Corporation  
Indicate Type of Entity

By *Tran*  
Title: Secretary

By *Nancy Ferguson*  
Title: Nancy Ferguson  
Attorney In Fact

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On May 26, 2009 before me, David Crain, Notary Public,

personally appeared Nancy Ferguson

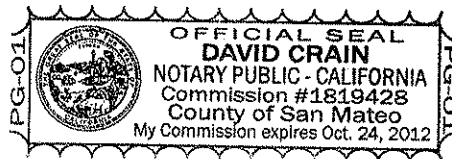
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

David Crain

Signature of Notary



## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer(s)
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney(s)-In-Fact
- ☐ Trustee(s)
- ☐ Guardian(s)/Conservator(s)
- ☐ Other: \_\_\_\_\_

### Signer is representing:

Name of person(s) or entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above





# ALLEGHENY CASUALTY COMPANY

300 Cottonwood Avenue, Suite #8  
Hartland, WI 53029  
Phone (262) 912-6611

## POWER OF ATTORNEY

Bond No: ACC-838

**KNOW ALL MEN BY THESE PRESENTS:** That ALLEGHENY CASUALTY COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Nancy Ferguson

its true and lawful Attorney(s)-in-fact to make, execute, seal and deliver for and on its behalf as surety, as its act and deed: Any and all bonds and undertakings provided the amount of no one bond or undertaking exceeds the sum of

Five Hundred Thirty Thousand Dollars \$ 530,000.00

and the execution of such bonds in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Meadville, Pennsylvania, in their own proper persons.

The power of attorney is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

**RESOLVED**, that (1) the President, Vice President, or Secretary of ALLEGHENY CASUALTY COMPANY shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company and affix the Company's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer of ALLEGHENY CASUALTY COMPANY and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, ALLEGHENY CASUALTY COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on February 25, 2008.

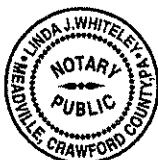


ALLEGHENY CASUALTY COMPANY

By John C. Soff  
Secretary

Commonwealth of Pennsylvania, County of Crawford - ss:

On February 25, 2008, before me appeared John C. Soff to me personally known, who being by me duly sworn, did say that he resides in the Commonwealth of Pennsylvania, that he is Secretary of ALLEGHENY CASUALTY COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed on said instrument is the corporate seal of said Company, and that instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said officer acknowledged said instrument to be the free act and deed of said Company.



Linda J. Whiteley  
Notary Public of Pennsylvania  
My commission Expires 03/31/11

Commonwealth of Pennsylvania, County of Crawford - ss:

I, John C. Soff, Secretary of ALLEGHENY CASUALTY COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, Executed by the said Company, which is still in full force and effect.

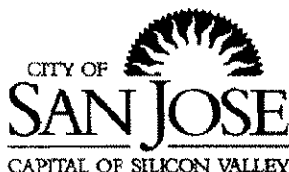
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company on this 26th day of May, 2009.

ALLEGHENY CASUALTY COMPANY

By John C. Soff  
Secretary





*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

May 22, 2009

**ADDENDUM NO. 1  
FOR  
LOWER SILVER CREEK TRAIL REACH 7 – SILVERSTONE PLACE**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Lower Silver Creek Trail Reach 7 – Silverstone Place.

**BID DOCUMENTS****PROPOSAL TO CITY OF SAN JOSE****SCHEDULE OF QUANTITIES:****DELETE:** The Schedule of Quantities**REPLACE:** with the Attached Schedule of Quantities**CONTRACT****SCHEDULE OF QUANTITIES:****DELETE:** The Schedule of Quantities**REPLACE:** with the Attached Schedule of Quantities**SPECIFICATIONS****SECTION 10- 2.4.4 PAYMENT FOR STORM WATER POLLUTION PREVENTION****DELETE** paragraph 2: The contract lump sum price paid for Storm Water Pollution Prevention .....**REPLACE** with the following: Payment for Storm Water Pollution Prevention shall comply with the Storm Water Pollution Prevention Plan (SWPPP) Appendix and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Storm Water Pollution Prevention as specified herein, including compensation for Temporary Erosion and Sediment Control to the satisfaction of the Engineer in accordance to the Plans and Specifications for the contract fixed lump sum price.**SECTION 10-9 ASPHALT CONCRETE – TRAIL IMPROVEMENTS****ADD** the following: 10-9.3.10 TRAFFIC STRIPING: shall be in accordance with SECTION 84-1.05 Striping Pattern for Single Traffic Striping and SECTION 84-3 Painted Traffic Strips and Pavement Markings of the City of San Jose Standard Specifications July 1992..



Subject: Lower Silver Creek Trail Reach 7 – Silverstone Place \_ Addendum No. 1  
May 22, 2009  
Page 2

**SECTION 10-18 PAY ITEMS**


**DELETE :** Item 3) Payment for WATER POLLUTION PREVENTION PLAN .....

**REPLACE** with the following: Item 3) Payment for STORM WATER POLLUTION  
PREVENTION .....

**INSTRUCTIONS**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:

  
KATHERINE JENSEN  
Division Manager  
City Facilities Architectural Services Division  
Department of Public Works

Bidder's Name J. J. NGUYEN Inc

Graham - Vivian Tran - office Manager 5/26/09  
Signature and Title of Bidder Date

KJ:jp:an

Addendum No. 1\_Lower Silver Creek Trail Reach 7 – Silverstone Place



**SCHEDULE OF QUANTITIES  
FOR  
LOWER SILVER CREEK TRAIL REACH 7 - SILVERSTONE PLACE**

[illegible]

